

WEBSITE ADVERTISING GENERAL TERMS AND CONDITIONS

The following are the general terms and conditions regarding advertising on the Northwest Public Power Association (NWPPA) website (www.nwppa.org).

1. Rates published herein are effective as of January 1, 2019. Announcement of any change in rates will be made to advertiser 30 days in advance of rate change.
2. Advertiser acknowledges that they are generally familiar with the nature of the Internet and proposed uses thereof.
3. In consideration of the placement of advertisements on the NWPPA website, www.nwppa.org, the advertiser and agency agree to, jointly and severally, indemnify and save the Northwest Public Power Association; its officers, directors, agents, and employees; and affiliates harmless from and against any and all claims, suits, losses, and/or expenses arising out of any aspects: of the content and/or the appearance of such advertisement(s) on www.nwppa.org, including without limitation, those arising from claims or suits for defamation, copyright or trademark infringement, misappropriation, or violation of the Right of Privacy Act.
4. It is agreed that the advertiser and agency are jointly liable for payment of invoices for advertising made available on www.nwppa.org. Any reference to the advertisements, promotional material, or merchandising by the advertiser or the agency is subject to prior written approval by the Northwest Public Power Association for each use.
5. The Northwest Public Power Association shall not be subject to any liability whatsoever for any failure to provide reference or access to all or any part of the advertising due to systems failures or other technological failures of NWPPA or the Internet or other circumstances beyond NWPPA's control.
6. NWPPA is not responsible for errors or omissions in any advertising materials provided by the advertiser or its agency.
7. All advertisement copy is subject to the approval of Northwest Public Power Association. NWPPA reserves the right to reject or cancel any advertising and/or linkage to an advertiser's site on the Internet for any reason at any time.
8. Invoices will be sent on or about the first date on which the advertising is scheduled to appear on www.nwppa.org. Payments will be due within 30 days from the date of invoice if not paid for in advance. Ads will be discontinued if payment is not received within 30 days unless prior arrangements are made with NWPPA.
9. In the event NWPPA does not receive payment or advertiser/agency otherwise breaches the terms of this contract, advertiser and/or its agency shall pay all of NWPPA's costs and expenses in connection with enforcement and/or collection of balance due to NWPPA.
10. No minimum circulation or exposure is guaranteed hereunder.
11. Minimum contract term is one month.

TERMS AND CONDITIONS

1. The publisher is the Northwest Public Power Association (NWPPA). All advertisement contents are subject to the approval of the publisher. The publisher reserves the right to reject or cancel any advertisement, insertion order, space reservation, or position commitment at any time.
2. Advertisements are accepted and published upon the representation that the advertiser and its agency have the right to publish the contents thereof. In consideration of such publication, the advertiser and its agency agree to indemnify and hold the publisher harmless from and against any expense or loss including, but not limited to, all claims, causes of action, loss, liability, damages, proceedings, judgments, and penalties and all costs and expenses including attorney's fees and expenses, proceedings costs, and expenses, arising out of publication of advertisements, including, but not limited to, those resulting from claims and suits for libel, copyright infringement, plagiarism, violations of rights of privacy, and express and implied warranties.
3. The publisher reserves the right to insert the word "Advertisement" above advertisements that, in the sole judgment of the publisher, resemble the editorial pages of the publication.
4. The positioning of advertisements is at the discretion of the publisher except where a request for a specific preferred position is paid for by the advertiser and is acknowledged by the publisher in writing. Should a specific preferred position not be available when pagination is done, the advertising coordinator will notify you.
5. The advertiser or its agency may not make cancellations or changes to insertion orders after the Reservation Due Date. If space is cancelled after the deadline or material received too late, the advertiser will be charged for the insertion.
6. All insertion orders are accepted subject to the provisions of our current Media Guide. If needed, after publication of the printed version of the Media Guide, changes and/or updates will be made to the online Media Guide.
7. Conditions, other than rates, are subject to change by the publisher without notice.
8. Rates are subject to change upon notice from the publisher. Should a change in rates be made, space reserved may be canceled by the advertiser or its agency at the time the change becomes effective without incurring a charge, provided the advertisement(s) published to the date of cancellation are consistent with the appropriate frequency or volume rate given. Cancellation of space reservations for any other reason in whole or part by the advertiser or its agency will result in an adjustment of the rate based on past and subsequent insertions to reflect actual space used at the earned frequency or volume rate.
9. Fifteen percent of gross billing to recognized agencies for Display Advertising for space and position only provided the invoice is paid within 30 days of the invoice date. Advertisements must be prepared in accordance with the production specifications to qualify for the agency commission. No commission is paid on other services such as, but not limited to, special advertising options, NWPPA ad design charge, color charge, reprints, other mechanical, or production charges.
10. All space reservations are subject to the credit and payment requirements of the publisher. Display Advertising [advertisements not located in the Job Opportunities section]:

payment is due within 30 days of receipt of invoice. The publisher will hold the advertiser and its advertising agency jointly and severally liable for such monies as are due and payable to the publisher for advertising, which the advertiser or its agency ordered and which advertising was published. The publisher will not release any advertising agency from liability even if a sequential liability clause is included in the contract, insertion order, purchase order, or any other written documentation from the advertising agency. Employment Advertising must be prepaid.
11. The publisher will cancel an insertion order if the advertiser or its agency fails to pay overdue accounts. Overdue accounts may be turned over to a collection agency.
12. No conditions other than those set forth in the Media Guide will be binding on the publisher unless specifically agreed to, in writing, by the publisher. The publisher will not be bound by conditions printed or appearing in the contract, insertion order, purchase order, or any other written documentation from the advertiser or its advertising agency that conflict with the provisions of the Media Guide.
13. The publisher will not be liable for any costs or damages if for any reason it fails to publish an advertisement.
14. The publisher does not proof advertisements. Carefully proof your advertisement before sending it to the publisher.
15. The publisher will add the actual cost of reproducing the page containing the advertisement to the invoice if the advertiser and/or its agency find an error in their advertisement after the publisher processed the page containing the submitted advertisement and the advertiser or its agency resubmit the advertisement materials in time for a replacement to be made.
16. The publisher will not make any changes to previously published advertisements for advertisers or their agencies.
17. The publisher assumes no liability for errors in the advertiser's index (section entitled "Advertisers").
18. The publisher will make a reasonable effort to retain an archive of published Display Advertisements; however, no guarantee is made that an advertisement will be available for future use. The publisher recommends that the advertiser and/or its agency keep an electronic copy of all advertisements. Archived advertisements may be reprinted exactly as originally published in future issue(s).
19. Claims for printing errors must be brought to the attention of your Advertising Coordinator within 30 calendar days following the last day of the month printed on the cover of the issue containing the advertisement. No investigation or remedy will occur after this time period. No remedy will be made if either no proof or a proof that did not meet the specifications of the publisher was submitted with the advertisement. The liability of the publisher for any error will not exceed the charge for the advertisement in question.
20. The publisher is not liable for delays in the delivery and/or non-delivery to subscribers if events beyond the control of the publisher impeding production and/or delivery arise.
21. NWPPA.org Home Page Advertising Opportunities and eBulletin newsletter advertising opportunities must be prepared and submitted as described in the Online Advertising section. Online advertisements are not archived.